

**REQUEST FOR QUOTATION****THIS IS NOT AN ORDER!**

RFQ Number	00059606
Issue Date	5/11/22
Due Date	5/13/22
Due Time	5:00 PM

**Return RFQ Responses To:**

Hanford Mission Integration  
Solutions, LLC  
MSIN: H1-02 PO BOX 943  
RICHLAND

**Please Direct Inquiries To:**

HILARY C JAMISON  
TITLE CONTRACT SPECIALIST  
5093767348 Ext.

**Vendor:**

VENDOR  
WRITE IN  
FULL BUSINESS INFORMATION  
HERE:

---

**Authorized Signature**

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**Vendor Signature**

RFQ Type	STANDARD RFQ	Quote Duration	-
Payment Terms	0.0% 0.0 Days	Net 0.0 Days	

**Instructions**

NAICS CODE 339113 applies to this  
acquisition.

**Header Terms and Conditions**

Facility	Standard Name	Revision	S/P	Text	Description - Text at End
	A001 MSA	002	S	Y	STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE
	A003 MSA	002	P	Y	SMALL BUSINESS SET-ASIDE
	A036 MSA	000	S	N	EVALUATION OF DISCOUNT
	A085 MSA	001	S	N	BASIS OF AWARD - LOWEST PRICE
	A101 MSA	000	P	N	BUY AMERICAN ACT
	A102 MSA	002	S	N	CONFLICT OF INTEREST DISCLOSURE AND REPRESENTATION
	G003 MSA	000	S	Y	AUTHORIZED PERSONNEL
	H013 MSA	000	S	Y	AUDIT RIGHTS-ESTB. CATALOG OR MRKT PRICE WARRANTY
	L016 MSA	002	P	Y	SUBCONTRACTOR ACKNOWLEDGEMENT OF ONLINE REPS AND C

**Line Items**

Line	Quantity UP	Item Description	Unit Price
0001	210.00 BX	Catalog ID 0000646676 3	

**Need Date** 5/3/22 **Destination** RICHLAND WA  
HOOD, ASSEMBLY, TYCHEM QC, SINGLE BIB, MSA OPTIMAIR TL, 20/BX

**Line Comments**

THREADED CONNECTOR WITHOUT SUSPENSION  
20 HOODS PER BOX  
UNIT OF ISSUE = BOX  
DOES NOT INCLUDE SUSPENSION

**Manufacturer Data**

**Manufacturer** MINE SAFETY APPLIANCE

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## Line Items

### Manufacturer Data

Model

Part 10095739

Lead Time Days

Method of Shipment

FOB

FOB Point

### Line Terms and Conditions

Facility	Standard Name	Revision	S/P	Text	Description - Text at End
	B032	000	P	Y	IDENTIFICATION OF ITEMS W/PART NUMBER/MODEL NUMBER
	B070	000	P	Y	SUPPLIER FURNISHED ITEMS
	B083	001	P	Y	CERT. OF CONFORMANCE, RESPIRATORY PROTECTION

## Terms and Conditions

Facility	Standard Name	Revision	Description
	A001 MSA	002	STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE
	A003 MSA	002	SMALL BUSINESS SET-ASIDE
	B032	000	IDENTIFICATION OF ITEMS W/PART NUMBER/MODEL NUMBER

Identification of items with Part number/Model Number (B32) Rev. 0 12/03/02

All items shall be identified with the part number/model number. Identification shall be on the item or the package containing the item. When the identification is on the item, such marking shall not impair the service of the item or violate dimensional, chemical, or physical requirements.

B070 000 SUPPLIER FURNISHED ITEMS

B70 SUPPLIER FURNISHED ITEMS

Suppliers shall obtain the items on this Purchase Order/Contract Order directly from the original manufacturer. The supplier shall provide legible and reproducible documentation, with the delivery, that provides objective evidence that the items were provided by the original manufacturer. These may include the Purchase Order/Contract Order to the original manufacturer, shipping documentation, or manufacturer invoice; each of which identify the items obtained from the original manufacturer.

One copy of the documentation, unless otherwise specified, shall accompany the applicable item(s) shipped.

B083 001 CERT. OF CONFORMANCE, RESPIRATORY PROTECTION

B83 Certificate Of Conformance For Respiratory Protection Equipment

The Supplier/Manufacturer shall provide a Certificate of Conformance (C of C) meeting the following requirements.

1. Each order/shipment shall include a C of C;
2. The C of C shall be on the Supplier's/Manufacturer's Letterhead;
3. The C of C shall be legible and reproducible;
4. A statement that the items provided meet the requirements of the Purchase/Contract Order;
5. Buyer's Purchase/Contract Order number;
6. A statement, certifying that the items provided are approved by one or more of the following organizations;
  - National Institute for Occupational Safety and Health (NIOSH)
  - Others as approved by the Hanford Mission Integration Solutions Respiratory Protection Program Administrator or designee.
7. A statement, certifying that all items provided are new, and were purchased directly from the original equipment manufacturer (OEM);
8. Quantity of items provided;
9. When Identification of Age Control Items (B43) procurement clause has been imposed, a Statement certifying that all items being supplied have 75% of the shelf life remaining at the time of shipment will be required;

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RICHLAND

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### Terms and Conditions

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Facility	Standard Name	Revision	Description
10. Signature of the Supplier's/Manufacturer's authorized representative responsible for quality;			
11. Identification of the item to which the Certificate of Conformance applies.			
	G003 MSA	000	AUTHORIZED PERSONNEL
	H013 MSA	000	AUDIT RIGHTS-ESTB. CATALOG OR MRKT PRICE WARRANTY
	L016 MSA	002	SUBCONTRACTOR ACKNOWLEDGEMENT OF ONLINE REPS AND C

**End of Request for Quotation**



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## SECTION A – SOLICITATION/AWARD

### 1.0 Introduction

Hanford Mission Integration Solutions, LLC. (hereby HMIS or “Buyer”) acting under its contract with the U.S. Department of Energy – Richland Operations Office (DOE-RL) located in Richland, WA, requests Offeror to submit a quote for Request for Quote (RFQ) for Enter PO Number.

### 1.1 Small Business Set Aside

This procurement is a total set-aside for small businesses. Proposals made under this solicitation shall be from small business concerns, including but not limited to Disadvantaged, Women Owned, Veteran Owned, Service Disabled Veteran Owned and HUBZone small businesses. Proposals received from concerns that are not small businesses shall not be considered for this solicitation. Any Offeror representing itself as a small business and/or as qualifying for one or more of these statuses shall represent and certify in writing that it meets all qualifications and conditions for that status and shall notify Buyer immediately of any change in status or qualification. Offeror must also represent in writing that it is registered in the System for Award Management (“SAM”) and the size and socioeconomic status representations made in SAM are current, accurate, and complete as of the date of offer. An Offeror representing itself as a Disadvantaged, Women Owned, Veteran Owned or Service Disabled Veteran Owned concern must self-certify that it meets all qualification criteria for each applicable category and statuses defined by the Small Business Administration ([www.sba.gov](http://www.sba.gov)). HUBZone businesses must be certified by the Small Business Administration and must provide with their proposal documentation of current, active certification.

By submitting a proposal for this solicitation, Offeror agrees to indemnify, defend, and hold harmless Buyer for any and all liability, loss, damages, penalties, claims, costs, and expenses, including attorney fees and costs of legal action, litigation, or settlement, arising from or relating to any misrepresentation by Offeror of Offeror’s small business size and/or socioeconomic status or qualifications, regardless of whether Offeror’s misrepresentation was willful, intentional, or knowing.

Offeror shall immediately notify Buyer of any change in its small business size and/or socioeconomic status, including but not limited to qualification for the NAICS code applicable to this procurement and/or status as a Disadvantaged, Women Owned, Veteran Owned, Service Disabled Veteran Owned, and/or HUBZone small business, after the submission of its proposal but before award of this procurement. Buyer reserves the right to reject any proposal as non-responsive if Offeror’s small business size and/or socioeconomic status changes after Offeror’s submission of its proposal but before award of this procurement.

### 1.2 Buyer Not Obligated- Irregularities and Notifications

Buyer is not obligated to pay any costs incurred in the preparation and submission of Offeror’s proposal, nor required to enter into a subcontract/purchase order or any other arrangement with Offeror.

### 1.3 RFQ Amendments

The Contract Specialist may issue one or more amendments to the RFQ to make changes or to resolve any problems regarding the quote. The Contract Specialist will issue the amendment in time for prospective Offerors to incorporate any changes into their quote. If this RFQ is amended, then all terms and conditions that are not amended will remain unchanged. FAILURE TO ACKNOWLEDGE THE



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RECEIPT OF THE AMENDMENT AT THE DESIGNATED LOCATION BY THE SPECIFIED DATE AND TIME MAY RESULT IN REJECTION OF THE OFFER.

### 1.4 Quote Submittal

The quote is due by 5/13/2021 5:00 PM

The quote shall be submitted via e-mail provided that it includes appropriate signatures where required. If Offeror does not have the capability to transmit a signed electronic proposal, Offeror may submit an unsigned proposal via e-mail, however, a signed original must also be submitted. If an e-mail proposal (without signature) is submitted in order to meet the deadline, Offeror must also transmit a signed original to the address as noted below. Identify the name of the Contract Specialist and the RFQ number to which Offeror is responding on the e-mail transmittal document.

Send proposal via email to Hilary\_C\_Jamison@rl.gov

**NOTE:** *Communications with any HMIS personnel except the above named Contract Specialist concerning any aspect of this Solicitation may be grounds for disqualifying an Offeror from being considered for award.*

### 1.5 Late Proposals

A quote is considered late if it is received at the office designated in the RFQ after the exact time and date specified for receipt and will not be considered unless:

- a. It was sent by registered or certified mail no later than the fifth calendar day prior to the date specified for receipt of offers (e.g., an offer submitted in response to a Solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th or earlier); or
- b. It was sent by mail, telephone, or fax, if authorized by the Contract Specialist, and it is determined that the late receipt was due solely to mishandling upon receipt; or
- c. It is the only quote received.

### 1.6 Proposal Changes

Any modification of a quote, including the Contract Specialist's request for "Best and Final Offer," is subject to the same conditions as in the "Late Proposals" section above.

### 1.7 Withdrawal

Offeror may withdraw its quote by written or electronic notice received at any time prior to award.

### 1.8 North American Industry Classification System (NAICS) Code and Size Standard

The Contract Specialist has determined that North American Industry Classification System ("NAICS") Code 339113 applies to this acquisition. Therefore, the size standard for determining whether an Offeror is a small business in regard to this acquisition is 750.



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If this RFQ is designated as a small business set-aside, by submitting a proposal or an offer to this solicitation, the Offeror certifies that they are a small business qualifying for the NAICS code and meeting the size standard noted above

By submitting a quote for this RFQ, Offeror agrees to indemnify, defend, and hold harmless Buyer for any and all liability, loss, damages, penalties, claims, costs, and expenses, including attorney fees and costs of legal action, litigation, or settlement, arising from or relating to Offeror's misrepresentation of its business size or status, regardless of whether Offeror's misrepresentation was willful, intentional, or knowing.

### **2.0 Basis for Award**

HMIS may award one or more purchase orders as a result of this RFQ. Award will be made to the Offeror who is considered the Lowest Price Technically Accepted. This RFQ provides the basis for HMIS evaluation. Offerors are also advised that HMIS reserves the right to award a purchase order based upon initial offers and without further discussions with Offerors. Offeror should provide their best price and technical offers initially.

### **2.1 Basis of Award- Lowest Price Technically Acceptable**

Award may be made to the Offeror submitting the lowest evaluated price that is technically acceptable among offers that meet all requirements of the RFQ. Proposals will be screened using pass/fail evaluation factors based on the qualification demonstrated within the offer.

### **2.2 Evaluation of Discount**

Discounts for early payment will be considered in the evaluation of this Offer. The minimum days offered with discount that will be considered are 10.

A separate invoice shall be issued for each delivery. No invoice shall be issued prior to delivery of goods and no payment shall be made prior to receipt of goods.

Discount periods will be computed from the date of receipt of a correct invoice or receipt of merchandise, whichever is later, to the date the Buyer's check is mailed. Discount will be taken on the full amount of the invoice unless freight and other charges are itemized.

### **2.3 Substitutions**

The substitution of any items specified on this Subcontract requires prior Buyer approval before shipment. Unauthorized substitutions may result in rejection of the Subcontract at the Buyer's receiving dock and/or delay of payment.

### **3.0 Proposal Instructions**

#### **3.1 Representations and Certifications**

HMIS relies upon Offeror's current representations and certifications within a Federal web-based system, the System for Award Management (SAM), that centralizes and standardizes the collection, storage and viewing of many of the representations and certifications required by the Federal Acquisition Regulations.

By submitting a proposal to HMIS in response to this solicitation, the Offeror is certifying that:





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1. The representation and certification information in SAM is accurate and complete as of the date of the offer.
2. All statements and explanatory documentation submitted are current and accurate.
3. Offeror complies with all requirements of State of Washington statutes, ordinances, rules and regulations, codes, and orders related to equal employment opportunity and operation of non-segregated facilities.
4. All Offeror employees who may work on HMIS premises or on the Hanford Site are not under the influence of controlled substances, drugs, or alcohol. Offeror agrees to the testing of assigned employees under HMIS program for controlled substances.
5. Offeror's information in the Buyer registration system is current, accurate and complete and is no greater than 12 months old).
6. Offeror will update its information in SAM on at least an annual basis.

### 3.2 Anti-kickback Certifications

By submitting a proposal response to this RFQ , the Offeror certifies that it has not:

1. Provided, attempted to provide, or offered to provide, any kickback.
2. Has not solicited, accepted, or attempted to accept any kickback.
3. Included, directly or indirectly, the amount of any kickback, in the Subcontract price proposed by the Offeror to the Buyer. (For definition of the term kickback, see 41 U.S.C. § 8701(2), Title 41 U.S.C. Chapter 87, Sections 701 and 8702).

By submitting a quote in response to this RFQ, Offeror agrees to indemnify, defend, and hold harmless Buyer for any and all liability, loss, damages, penalties, claims, costs, and expenses, including attorney fees and costs of legal action, litigation, or settlement, arising from or relating to Offeror's failure to certify or false certification of compliance with any requirements of this Section, regardless of whether the failure or false certification was willful, intentional, or knowing.

### 3.3 Additional Information

In order for HMIS to adequately evaluate the quotes, some additional information is required. Please complete and return all forms and documents listed in Exhibits of this solicitation.

### 3.4 Acceptance of Terms and Conditions and Technical Requirements

The Purchase Order resulting from this RFQ will be substantially the same as the draft Purchase Order that is contained in this RFQ. Offeror must describe any exceptions (on the Agreement Exceptions form of this RFQ) to the terms and conditions and technical requirements. HMIS considers compliance with the terms and conditions and technical requirements of the Purchase Order to be essential. In case of doubt, Offeror should request clarification from the Contract Specialist. If any exceptions are taken to the terms and conditions and/or technical requirements of the RFQ, the pricing shall be based on the requirements of the RFQ and the exception(s) priced as alternates. If the proposal is based only on the proposed exceptions, HMIS may determine the quote to be non-responsive.



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Unless otherwise noted in the proposal, Offeror's submission of a proposal signifies unqualified acceptance of all of the terms and conditions and technical requirements of the Subcontract that are contained in or referenced in this Solicitation.

### 3.5 Proposal Validity Period

Offeror's proposal shall remain firm for 60 days after the RFQ due date.

### 4.0 Notices

In order for HMIS to adequately evaluate the quote, some additional information is required. Please complete and return all forms and documents listed in Notices of this RFQ.

### 4.1 Minimum Recovered Content Requirement

In support of the HMIS preference to use environmentally conscious products associated with this procurement, failure to meet these minimum levels may be grounds for a non-responsive proposal and render the proposal ineligible for award. Signature on the Solicitation specifically acknowledges compliance with this requirement.

At the conclusion of Construction Subcontracts, the Subcontractor shall provide data on the quantity and dollar values of such products used on the resultant Subcontract. The form is available at <http://www.hanford.gov/pmm/page.cfm/Construction>.

### 4.2 Substitution of Alternate Material

If your offer is based on alternate material, it is imperative that you submit complete specifications of your product or comparison chart

## Exhibits

The list of Exhibits as outlined in the table below are required as a part of your response to the identified Request for Proposal. Failure to provide and disclose any information requested below may be grounds for disqualification if identified prior to award or, if applicable, termination, if identified after award.

**Note:** *Additional attachments may be outlined within the Request for Proposal.*

It is recommended that you refer back to the Request for Proposal document to ensure all attachments have been identified and included in your proposal response.

Exhibit No.	Title	GO TO
001	Conflict of Interest Disclosure and Representation	<a href="#">Exhibit 001</a>
002	Representation and Certification	<a href="#">Exhibit 002</a>
003	Agreement, Exceptions, and Assumptions	<a href="#">Exhibit 003</a>

**Exhibit 001 – Conflict of Interest Disclosure and Representation**

It is Hanford Mission Integration Solutions, LLC (HMIS) policy to avoid situations which place a Subcontractor or Subcontractor's employees in a position in which it may not be able to participate or perform on an equal basis for Buyer-controlled work with other qualified contractors due to impermissible Conflicts of Interest. See, [FAR 3.1101](#). To address this matter, the Subcontractor is to consider the relevant circumstances surrounding this effort to determine if there are any past, present or future interests (financial, contractual, organizational or personal) that could be viewed as a conflict of interest. In addition, the Subcontractor is to consider potential conflicts of interest of all personnel working in a staff augmentation or direct services role for familial relationships at Hanford in answering the following.

Subcontractor hereby certifies that ☐ **there is not** or ☐ **there is** a potential conflict of interest by the company or company personnel. If the answer is affirmative, the details associated with the real or potential concerns are disclosed and highlighted in the Subcontractor's proposal. Any such disclosure may result in the need for additional discussions relative to the Subcontractor's continued participation in this effort. Failure to disclose any real or potential concerns may be grounds for disqualification if identified prior to award or, if applicable, termination if identified after award.

<b>NAME AND ADDRESS OF OFFEROR:</b>	<b>NAME OF SIGNER <i>(Print)</i>:</b>
	<b>TITLE OF SIGNER <i>(Print)</i>:</b>
<b>OFFEROR:</b> <i>(Signature of person authorized to sign)</i>	<b>DATE:</b>



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**Exhibit 002 – Representation and Certification**

Offeror hereby certifies their socioeconomic size status as ☐ **SMALL** or ☐ **LARGE** based on the North American Industry Classification System (NAICS) as identified in the subject Request for Proposal. Offeror also identifies as: (list additional socioeconomic status applicable, i.e. Woman Owned, HubZone, Veteran owned, etc.) \_\_\_\_\_.

Offeror certifies that the disclosure of size status as listed above corresponds to the size status as identified in the System for Award Management (SAM.gov) in reference to identified NAICS for the subject Request for Proposal. Any such disclosure may result in the need for additional discussions relative to the Offeror's continued participation in this effort. Failure to disclose any real or potential concerns may be grounds for disqualification if identified prior to award or, if applicable, termination if identified after award.

<b>NAME AND ADDRESS OF OFFEROR:</b>	<b>NAME OF SIGNER <i>(Print)</i>:</b>
<b>OFFEROR:</b> <i>(Signature of person authorized to sign)</i>	<b>TITLE OF SIGNER <i>(Print)</i>:</b>
	<b>DATE:</b>



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**Exhibit 003 – Agreement, Exceptions, and Assumptions**

Any exceptions to the proposed subcontract terms and conditions must be indicated below. Hanford Mission Integration Solutions, LLC (HMIS or Buyer), however, reserves the right to disqualify offers which deviate from the Solicitation. If the Offeror has no exceptions or assumptions, please write “None” below.

**NAME AND ADDRESS OF OFFEROR:**

**NAME OF SIGNER *(Print)*:**

**TITLE OF SIGNER *(Print)*:**

**OFFEROR:** *(Signature of person authorized to sign)*

**DATE:**



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### 5.0 Award

<b>Purchase Order No.</b> TBD	
<b>Issued By:</b> Hanford Mission Integration Solutions, LLC PO Box 943 Richland, WA 99352 Contract Specialist Name: Hilary Jamison MSIN: Email: Phone Number:	<b>Subcontractor:</b> TBD  <b>Point of Contact:</b> Email: Phone Number:

This Purchase Order is effective as of [Click here to enter date](#), between HMIS and [Click here to enter Subcontractor Name \("SUBCONTRACTOR"\)](#) who hereby agrees that all work specified below, which is a portion of the goods and services to be provided by HMIS for the United States Department of Energy, shall be performed by the SUBCONTRACTOR in accordance with all the provisions of the Subcontract

### 5.1 Total Value of Purchase Order

In an amount of \$ TBD.

### 5.2 Authorized Personnel

Only the following named individuals are authorized to make changes to this Subcontract/Purchase Order:

Contract Specialist: Hilary Jamison  
Procurement Manager: Ben Moyers

Email: [Hilary\\_C\\_Jamison@rl.gov](mailto:Hilary_C_Jamison@rl.gov)  
Email: [Benjamin\\_P\\_Moyers@rl.gov](mailto:Benjamin_P_Moyers@rl.gov)



## SECTION B – PRICES/COST

### 6.0 Invoices

#### 6.1 Invoice Instructions

Original invoices and supporting documentation shall be submitted to Accounts Payable ([hmis\\_ap\\_invoices@rl.gov](mailto:hmis_ap_invoices@rl.gov)) with a copy to the Contract Specialist unless otherwise directed by the Contract Specialist. Please do not submit hard copies unless requested by the Contract Specialist.

**Invoice Payment Terms.** The Subcontractor shall prepare all invoices in a form satisfactory to and approved by the Authorized Contracts Specialist. Except to the extent expressly stated elsewhere in this Purchase Order, the invoice is payable thirty (30) calendar days after receipt of a properly marked and submitted invoice and after inspection and acceptance of the material. All unit pricing and payments made shall be in United States dollars only, in the forms of cash, check, or electronic transfer as may be agreed upon. Remittance will be made only to the remittance address on file for the Subcontractor. Invoices from third parties or with different remittance instructions or addresses will not be processed. Invoices may be submitted electronically, if in an acceptable format. All invoice requirements still apply to electronic invoices.

**Minimum Invoice Requirements.** The invoice shall identify the following information:

- Each Invoice must have a unique invoice number
- The Subcontractor must indicate the **quantity, unit description, and unit price** for each item listed on an invoice.
- The Subcontractor's name and telephone number of a representative available to respond to invoice questions.
- Invoices that include a total freight charge that is equal to or greater than \$500.00 must include a copy of the freight bill. If the carrier is UPS, the Subcontractor must provide the weight, quantity and Shipping Point.
- A cost summary identifying all cost elements being invoiced. Cumulative values (i.e., invoiced to date values) for each item being invoiced are requested to be included as part of the invoice submission.
- Submittal of an invoice constitutes Subcontractor's certification that all materials have been delivered and invoice(s) charges are in accordance with the Purchase Order.
- Each Purchase Order or Blanket Purchase Order release must be invoiced separately.
  - The Subcontractor name, invoice number, and the Purchase Order and/or release numbers must be shown in the subject line of the e-mail message used to submit an electronic invoice. The suggested format for the subject line is: Subcontractor Name, Invoice #XXXXXX, and Purchase Order #XXXXXX-X (i.e. 47825 - Release 20)
  - Remittance will only be made to the remittance address on file at the MSA Accounts Payable office for the Subcontractor. Invoices from third parties or with different remittance instructions or addresses will not be processed.
  - Questions or requests for exceptions should be addressed to the Contract Specialist.

Before payments can be made via Electronic Funds Transfer (EFT), an "Authorization for Electronic Funds Transfer of Invoice Payments" form must be completed and returned to Buyer. The Form is located at: <http://www.hanford.gov/pmm/files.cfm/eft.pdf> **NOTE:** The original form with signature and date



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shall be mailed to the address at the bottom of the form. Copies of the form that have been e-mailed or faxed will not be accepted.

**Rejection of Invoices.** Any invoice submitted, which fails to comply with the terms of this Purchase Order, including the requirements of form and documentation, may be rejected and returned to the Subcontractor. Buyer will not incur and/or pay for any late charges associated with a rejected invoice or material not in compliance with the requirements of the Purchase Order. The Buyer shall not reimburse any costs associated with the resubmission of an invoice to meet these requirements.

**Withholding Invoice Payments.** The Buyer may, at its sole discretion, withhold payment due for, but not limited to, the following reasons:

- Non-compliant or suspect counterfeit material. Evidence that a claim has been or will be filed against the Subcontractor.
- Failure to promptly and properly pay lower tier Subcontractors or suppliers.





## 6.2 FOB Designation

Responses are invited on both the (FOB Origin and FOB Destination) basis. Offers will be evaluated for award (either FOB Origin or FOB Destination) based on the lowest overall cost to the Buyer. Please complete the information below and include the total charges as applicable on the cover page of the solicitation.

FOB Origin: Insert the exact shipping location, weights, and dimensions for each item or shipping lots. Include an explanation of any special factors that could affect loading, shipping or handling.

FOB Destination: Delivery to the Buyer's address as specified herein with all transportation charges paid by the Subcontractor. The total price shown on the solicitation is a firm fixed delivered price.

## 6.3 Transportation Charges – F.O.B. Destination

The Subcontractor shall:

1. Pack and mark the shipment to comply with Subcontract specifications; or in the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;
2. Order specified carrier equipment when requested by HMIS; or if not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;
3. Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Subcontractor) on or in the carrier's conveyance as required by carrier rules and regulations;
4. Be responsible for any loss and/or damage to the goods –
  - a. Occurring before delivery to the carrier;
  - b. Resulting from improper packing or marking; or
  - c. Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Subcontractor on or in the carrier's conveyance.
5. Prepare a bill of lading or other transportation receipt. The bill of lading shall show:
  - a. A description of the shipment in terms of the governing freight classification or tariff (or HMIS rate tender) under which the lowest freight rates are applicable;
  - b. The seals affixed to the conveyance with their serial numbers or other identification;
  - c. Lengths and capacities of cars or trucks ordered and furnished;
  - d. Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address, and ZIP code of consignee, routing, etc;
  - e. Special instructions or annotations requested by the ordering agency for bills of lading (e.g. "this shipment is the property of, and the freight charges paid to the carrier(s) will be reimburse by HMIS"); and
  - f. The signature of the carrier's agent and the date the shipment is received by the carrier.
6. Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency, and;
7. Prepay all freight charges to the extent specified in the Subcontract.



#### **6.4 Transportation Charges - Collect and Back Charged**

The Subcontractor shall ship the Subcontract item(s) to the Buyer on a collect basis. The Buyer shall pay the carrier for all freight charges and deduct these charges from amounts due the Subcontractor. The Subcontractor is cautioned to ensure that freight arrangements are coordinated with the Buyer's Traffic department and all freight instructions are fully complied with. Original bills of lading are to be submitted to the Buyer with the invoice. The Subcontractor bears all responsibility for damage or loss until delivery is made to the FOB point specified herein.

#### **6.5 Transportation Charges - Collect**

The Subcontractor shall ship the Subcontract item(s) to the Buyer on a collect basis. The Buyer shall pay the carrier for all freight charges. The Subcontractor is cautioned to ensure that freight arrangements are coordinated with the Buyer's Traffic department (Contact: Shanda Icahan 509-376-6638) and all freight instructions are strictly followed. The original bill of lading is to be submitted to the Buyer with invoice.

#### **6.6 Transportation Charges - Prepaid and Add**

The Subcontractor shall prepay the cost of freight of the Subcontract item(s) and add these costs as a separate line item to their invoice for the Buyer payment. Original bills of lading are to be submitted to the Buyer with invoice. The Subcontractor bears all responsibility for damage or loss until delivery is made to the FOB Point specified herein.

#### **6.7 Demurrage**

Subcontractor agrees to specify on all invoices submitted for payment, the date on which demurrage charges shall begin to accrue against the Buyer. Failure of Subcontractor to state the demurrage date on the invoice will constitute a waiver by Subcontractor of demurrage charges unless Subcontractor shall otherwise notify the Buyer in writing of the demurrage date; provided however, that such notice shall provide the Buyer no less than thirty (30) days from the date thereof.

#### **6.8 Packing List**

Subcontractor shall enclose a packing list with each shipment referencing:

1. Name of Subcontractor
2. Purchase Order number and item number
  - For Blanket Purchase Orders provide the release number.
3. Date of Purchase Order
4. Itemized list of supplies, materials, and/or equipment furnished
5. Quantity of each item
6. Date of delivery or shipment
7. Stock number (if applicable)

#### **6.9 F.O.B. Destination**

For material quoted FOB destination, it is preferred delivery be no later than [Click to enter a date..](#) If delivery is not made by [Click to enter a date..](#) Subcontractor agrees the Subcontract may be canceled at no cost to the Buyer.



## **6.10 F.O.B. Shipping Point**

For material quoted FOB shipping point, and in order to effect delivery, material must be transferred from Subcontractor's dock to carrier and be invoiced before midnight, on the delivery date specified in the Subcontract. If delivery is not made as required, Subcontractor agrees the Subcontract may be canceled at no cost to the Buyer.

# **SECTION E – INSPECTION, ACCEPTANCE, AND QUALITY ASSURANCE REQUIREMENTS**

## **7.0 Inspection and Acceptance**

### **7.1 Identification of Items with Part Number/Model Number**

All items shall be identified with the part number/model number. Identification shall be on the item or the package containing the item. When the identification is on the item, such marking shall not impair the service of the item or violate dimensional, chemical, or physical requirements.

### **7.2 Subcontractor Furnished Items**

Subcontractors shall obtain the items on this Purchase Order/Subcontract directly from the original manufacturer. The Subcontractor shall provide legible and reproducible documentation, with the delivery, that provides objective evidence that the items were provided by the original manufacturer. These may include the Purchase Order/Subcontract to the original manufacturer, shipping documentation, or manufacturer invoice; each of which identifies the items obtained from the original manufacturer.

One copy of the documentation, unless otherwise specified, shall accompany the applicable item(s) shipped.

### **7.3 Certificate of Conformance for Respiratory Protection Equipment**

The Subcontractor/Manufacturer shall provide a Certificate of Conformance (C of C) meeting the following requirements.

1. Each order/shipment shall include a C of C;
2. The C of C shall be on the Subcontractor's/Manufacturer's Letterhead;
3. The C of C shall be legible and reproducible;
4. A statement that the items provided meet the requirements of the Purchase/Subcontract;
5. Buyer's Purchase/Subcontract number;
6. A statement, certifying that the items provided are approved by one or more of the following organizations;
  - National Institute for Occupational Safety and Health (NIOSH)
  - Others as approved by the Mission Support Alliance Respiratory Protection Program Administrator or designee.
7. A statement, certifying that all items provided are new, and were purchased directly from the original equipment manufacturer (OEM);
8. Quantity of items provided;



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9. When Identification of Age Control Items (B43) procurement clause has been imposed, a Statement certifying that all items being supplied have 75% of the shelf life remaining at the time of shipment will be required;
10. Signature of the Subcontractor's/Manufacturer's authorized representative responsible for quality, and;
11. Identification of the item to which the Certificate of Conformance applies.

## SECTION F – DELIVERIES OR PERFORMANCE

### 8.0 Deliveries or Performance

#### 8.1 Ship to Address and Warehouse Operations Delivery Schedule

The below address shall appear on all shipping documents and packages:

U.S. Department of Energy  
C/o HMIS  
Central Receiving  
2355 Stevens Dr.  
Attn: PO #  
Richland, WA 99354

**Note:** *If there is not enough character space to enter the Attn: please omit it.*

Please assure that the Consignor/Shipper receives this information and clearly understands the above information.

The Hanford Site Warehouse Operation is available for deliveries from 7:00 a.m. to 11:20 a.m. and 12 p.m. to 3:30 p.m. Monday through Thursday.

Contract Specialist: Hilary Jamison

Should your shipment require any special handling to unload, please make arrangements twenty-four (24) hours prior to shipment by contacting (509) 376-6638. Failure to do so may result in the shipment offloading being delayed.

Subcontractor's failure to provide deliverables that materially conform to the technical specifications may constitute breach of the subcontract.

## SECTION G – SUBCONTRACT ADMINISTRATION

### 9.0 Subcontract Administration

#### 9.1 Electronic Mail Capability

The Subcontractor shall have internet access and maintain electronic mail capability for the duration of the Subcontract. The Subcontractor email account shall be able to send and receive attached documents of up to 1/2 megabyte in size. Correspondence concerning this Subcontract will be conducted via email in current versions of Microsoft Office applications, ASCII text, RTF, PDF, ZIP, and other commonly used file formats.



## SECTION H – SPECIAL SUBCONTRACT REQUIREMENT

### 10.0 Special Subcontract Requirement

Following, is a list of the special subcontract requirements that HMIS expects.

#### 10.1 Lowest Price Warranty

Subcontractor warrants that the prices set forth in this Subcontract do not exceed those charged by Subcontractor to any other customers purchasing the same item in like or comparable quantities.

The Buyer or an authorized representative shall have the right to examine the records of the Subcontractor as necessary to assure that the prices charged under this Subcontract do not exceed those charged by the Subcontractor to any other customer purchasing the same item(s) in like or comparable quantities.

#### 10.2 Facility Closure Notice – Holiday and Work Schedules

**NOTICE:** *Daily work schedules and facility operations are NOT consistent on the Hanford Site. Many organizations and facilities observe Friday closures.*

Accordingly, BEFORE scheduling deliveries or site work, the Subcontractor shall make specific schedule arrangements with the Contract Specialist, BTR, Facility Manager, Delivery Warehouse Manager, Building Manager, or other cognizant HMIS organization.

The Buyer will not be liable for the cost of any delays, demurrage, layovers, extra travel days, etc., which result from Subcontractor's failure to obtain a specific delivery or work schedule in advance.



## SECTION I – Purchase Order Clauses

### 11.0 Purchase Order Clauses

#### 11.1 Representations and Certifications

HMIS, relies upon Subcontractor's current representations and certifications within a Federal web-based system, the System for Award Management (SAM), that centralizes and standardizes the collection, storage and viewing of many of the representations and certifications required by the Federal Acquisition Regulations.

The Subcontractor certifies that:

1. The representation and certification information within SAM is still current;
2. All statements and explanatory documentation submitted are current and accurate;
3. Subcontractor complies with all requirements of State of Washington statutes, ordinances, rules and regulations, codes, and orders related to equal employment opportunity and operation of non-segregated facilities;
4. All Subcontractor employees who may work on HMIS premises or on the Hanford Site are not under the influence of controlled substances, drugs, or alcohol. Subcontractor agrees to the testing of assigned employees under HMIS program for controlled substances;
5. Subcontractor's information in the HMIS registration system is current (no more than 12 months old); and
6. Subcontractor will update its representations and certifications in SAM on an annual basis.

#### 11.2 Notification of Changes in Size and Status

Subcontractor shall immediately notify Buyer of any change in its small business size and/or socioeconomic status, including but not limited to qualification for the NAICS code applicable to this procurement and/or status as a Disadvantaged, Women Owned, Veteran Owned, Service Disabled Veteran Owned, and/or HUBZone small business.

Upon learning that any information contained in Subcontractor's written representations and certifications; information in the SAM database, including representation and certification information; supporting or explanatory statements and/or documentation; and/or vendor registration information is incorrect, incomplete, or has changed, Subcontractor shall immediately notify Buyer and provide updated or corrected information and a statement of the reason(s) for the update, correction, or change.

Subcontractor shall indemnify, defend, and hold harmless Buyer for any and all liability, loss, damages, penalties, claims, costs, and expenses, including attorney fees and costs of legal action, litigation, or settlement, arising from or relating to Subcontractor's failure to comply with Subcontractor's approved Small Business Subcontracting Plan, if applicable; submit required reports or information thereunder; or promptly provide to Buyer any requested information and/or documents described in the preceding paragraph.



### 11.3 Buy American Act – Non Construction

It is the Buyer's preference to purchase domestic end products in accordance with the Buy American Act (BAA) (FAR 25). Subcontractor certifies that all products supplied under this contract are domestic end products as defined in the Buy American Act, except those products of foreign origin which were specifically identified, evaluated, and authorized by the Buyer prior to award.

\*Materials used in this Subcontract must be domestic end products as defined in FAR 52.225-1 unless the Buyer, prior to award of the Subcontract, approves a request for exemption. Subcontractor requests to supply foreign materials must include adequate information for evaluation of the request as identified in FAR 52.225-1.

## SECTION J – ATTACHMENTS

### 12.0 Subcontract Attachments

#### 12.1 List of Subcontract Attachments

The following attachments are hereby incorporated into and made a part of this Subcontract. They shall have the same force and effect as if written into the body of the Subcontract. Subcontractor is responsible for downloading and complying with the applicable revision as identified below.

A hyperlink is provided for downloading the referenced General Provisions, Supplemental Provisions, On-Site Work Provisions and Preliminary Hazard Analysis:

<https://www.hanford.gov/pmm/page.cfm/Provisions>

Attachment No.	Title	Revision	Date
1	General Provisions – Commercial Items	5	4/21/22



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UNLESS THE BOX BELOW IS CHECKED, The SUBCONTRACTOR shall acknowledge this document, as provided herein, regardless of dollar value, by signing below and returning a signed copy of this subcontract. This signature represents certification that all submissions (including electronic) associated with this subcontract award are accurate, current and complete.

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☐ If checked, Subcontractor signature not required

Authorizing Signatures:

Subcontractor

Hanford Mission Integration Solutions

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Name	Date	Name	Date
Title		Title	
Phone:		Phone:	